

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

JAYSON H. OWENS,

Plaintiff,

v.

**Civil No. 3:11-cv-00364-REP**

EXPERIAN INFORMATION SOLUTIONS,  
INC., and TRANS UNION, LLC,

Defendants.

**DEFENDANT TRANS UNION LLC'S ANSWER AND DEFENSES**

COMES NOW, Trans Union LLC (“Trans Union”), one of the Defendants herein, and files its Answer and Defenses to Jayson H. Owens’ (“Plaintiff”) Complaint (“Complaint”). The paragraph numbers below correspond to the paragraph numbers contained in Plaintiff’s Complaint to the extent possible.

**PRELIMINARY STATEMENT**

1. Trans Union admits that Plaintiff has asserted claims against Defendants pursuant to the Fair Credit Reporting Act (“FCRA”). Trans Union denies the remaining allegations contained in paragraph 1 of the Complaint.

**JURISDICTION**

2. Trans Union admits that this Court has jurisdiction pursuant to 15 U.S.C. § 1681p. Trans Union admits that it maintains a registered agent in Richmond, Virginia. Trans Union denies the remaining allegations contained in paragraph 2 of the Complaint. Trans Union reserves the right to seek a transfer of this case pursuant to 28 U.S.C. § 1404.

## **PARTIES**

3. Trans Union admits Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c).

Trans Union is without knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 3, and therefore, denies the same.

4. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 4, and therefore, denies the same.

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 5, and therefore, denies the same.

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the averments contained in paragraph 6, and therefore, denies the same.

7. Trans Union admits that it is authorized to do business in the State of Virginia and that it maintains a registered agent in Richmond, Virginia. Trans Union denies the remaining allegations contained in paragraph 7 of the Complaint.

8. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f). Trans Union also admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 8 of the Complaint.

9. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f). Trans Union also admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 9 of the Complaint.

## **FACTS**

10. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 10, and therefore, denies the same.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11, and therefore, denies the same.

12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12, and therefore, denies the same.

13. Trans Union admits that on May 18, 2009, it received a telephone call from Plaintiff disputing the reporting of Discover Financial Services account #...4923. Trans Union admits that on February 8, 2010 it received correspondence from Plaintiff disputing the reporting of Discover Financial Services account #...4923. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 13, and therefore, denies the same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14, and therefore, denies the same.

15. Trans Union admits it received two disputes from Plaintiff in regards to Discover Financial Services account #...4923, as identified in response to paragraph 13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 15, and therefore, denies the same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16, and therefore, denies the same.

17. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17, and therefore, denies the same.

18. Trans Union admits that on February 8, 2010, it received correspondence from Plaintiff disputing the reporting of Discover Financial Services account #...4923. Trans Union is

without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 18, and therefore, denies the same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19, and therefore, denies the same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20, and therefore, denies the same.

21. Trans Union denies the allegations contained in paragraph 21 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21, and therefore, denies the same.

22. Trans Union denies the allegations contained in paragraph 22 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22, and therefore, denies the same.

23. Trans Union denies the allegations contained in paragraph 23 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23, and therefore, denies the same.

24. Trans Union denies the allegations contained in paragraph 24 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24, and therefore, denies the same

**COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT  
15 U.S.C. § 1681e(b)**

25. Trans Union restates and incorporates its responses to paragraphs 1 – 24 above as though fully stated herein.

26. Trans Union denies the allegations contained in paragraph 26 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26, and therefore, denies the same.

27. Trans Union denies the allegations contained in paragraph 27 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27, and therefore, denies the same.

28. Trans Union denies the allegations contained in paragraph 28 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28, and therefore, denies the same.

29. Trans Union denies the relief sought by Plaintiff in paragraph 29 of the Complaint.

**COUNT TWO: VIOLATION OF FAIR CREDIT REPORTING ACT  
15 U.S.C. § 1681 (a)(1)**

30. Trans Union restates and incorporates its responses to paragraphs 1 – 29 above as though fully stated herein.

31. Trans Union denies the allegations contained in paragraph 31 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31, and therefore, denies the same.

32. Trans Union denies the allegations contained in paragraph 32 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 32, and therefore, denies the same.

33. Trans Union denies the allegations contained in paragraph 33 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33, and therefore, denies the same.

34. Trans Union denies the relief sought by Plaintiff in paragraph 34 of the Complaint.

**COUNT THREE: VIOLATION OF FAIR CREDIT REPORTING ACT  
15 U.S.C. § 1681 (a)(2)**

35. Trans Union restates and incorporates its responses to paragraphs 1 – 34 above as though fully stated herein.

36. Trans Union denies the allegations contained in paragraph 36 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36, and therefore, denies the same.

37. Trans Union denies the allegations contained in paragraph 37 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 37, and therefore, denies the same.

38. Trans Union denies the allegations contained in paragraph 38 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 38, and therefore, denies the same.

39. Trans Union denies the relief sought by Plaintiff in paragraph 39 of the Complaint.

**COUNT FOUR: VIOLATION OF FAIR CREDIT REPORTING ACT  
15 U.S.C. § 1681 (a)(4)**

40. Trans Union restates and incorporates its responses to paragraphs 1 – 39 above as though fully stated herein.

41. Trans Union denies the allegations contained in paragraph 41 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41, and therefore, denies the same.

42. Trans Union denies the allegations contained in paragraph 42 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 42, and therefore, denies the same.

43. Trans Union denies the allegations contained in paragraph 43 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 43, and therefore, denies the same.

44. Trans Union denies the relief sought by Plaintiff in paragraph 44 of the Complaint.

**COUNT FIVE: VIOLATION OF FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681 (a)(5)(A)**

45. Trans Union restates and incorporates its responses to paragraphs 1 – 44 above as though fully stated herein.

46. Trans Union denies the allegations contained in paragraph 46 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46, and therefore, denies the same.

47. Trans Union denies the allegations contained in paragraph 47 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 47, and therefore, denies the same.

48. Trans Union denies the allegations contained in paragraph 48 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 48, and therefore, denies the same.

49. Trans Union denies the relief sought by Plaintiff in paragraph 49 of the Complaint.

Trans Union denies the relief sought by Plaintiff in the prayer of the Complaint.

Trans Union admits Plaintiff demands a trial by jury.

**DEFENSES**

50. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

51. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

52. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

53. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

54. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

55. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

56. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the State of Virginia.

57. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superceding cause.

58. In the interest of justice, Trans Union may seek to transfer this matter pursuant to 28 U.S.C. 1404, as this Court is not the most convenient venue for the parties and witnesses.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

/s/

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DATED: July 11, 2011

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11<sup>th</sup> day of July, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record registered to use the CM/ECF system in this action, as follows:

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*Counsel for Plaintiff*

I further certify that I will cause a copy of the foregoing Motion and corresponding NEF by electronic mail on the following non-filing user: None

/s/

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